



Government of Karnataka

ಬ್ಯಾಟರಾಯನಪುರ ವಿಭಾಗ
ಬ್ರ.ಜೆ.ಮ.ಪಾ., ಬೆಂಗಳೂರು

Where as the Employer is desirous that the Contractor to execute the work of **AUGMENTATION OF WATER SUPPLY THROUGH BOREWELL, NETWORK OF PIPELINES AND GROUND WATER RECHARGE FACILITIES IN WARD NO. 05 & 06 (PACKAGE NO-3) (PACKAGE CONSISTS OF 6 WORKS)...**for Work Code :005-23-000003, Indent No. 48801. P3803 15th Finance Commission Works [Allocation as per Annexure], Administrative Approval AS/EE(BTP)/29/2022-23 Date: 16-09-2022 and Technical Sanction No. TS/CE/(YNK)/50/2021-22 Date: 28-09-2021 of Tender Notification No. EE/BTP/BBMP/E-PMT/07/2021-22, Dated: 03.09.2021, (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedying of any defects therein at a contract. **As per the Govt Approval no: UDD/213/MNY/2022, Dated: 08-09-2022. The Government has Approved for Rs.3,79,05,841.13 (Rupees Three Crore Seventy Nine Lakhs Five Thousand Eight Hundred Forty One & Thirteen Only) Which works out (+4.99%) Above ,The FSD 3% Amount Paid Rs.11,37,200.00/ through FDR No :143240, Dt: 04-11-2022 . Karnataka Bank Limited, Mahalakshmi Puram Branch, GST No: 29ACNPR4861K1ZR**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST is included in other than 2018-19 schedule of Rates.
6. Sub-Letting of work is prohibited.
7. The defect liability period is three year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
10. The Bank Guarantee/FDR Validity Period should be renewed well in advance before 1 month of date of expiry period in case the work is not executed in Stipulated time / Upto to Defect Liability Period.
11. The other contract conditions as per KW4 standard tender document.
12. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
 - a. Letter of Acceptance;
 - b. Notice to proceed with the works;
 - c. Contractor's Tender as per e-proc Portal.
 - d. Contract Data as per e-proc Portal.;
 - e. Conditions of contract (including Special Conditions of Contract);
 - f. Specifications;
 - g. Drawings;
 - h. Bill of quantities; and
 - i. Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of was hereunto affixed in the presence of : 1) _____

2) _____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of :

Binding Signature of Employer: _____

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore-92.